

## BUYER'S ORDER CHECKLIST

THIS DOES NOT REPRESENT A SUGGESTED FORMAT OR STYLE. THIS IS A CHECKLIST TO BE USED AS A GUIDE IN DEVELOPING THE CONTENT OF A BUYER'S ORDER MEETING THE REQUIREMENTS OF THE CODE OF VIRGINIA.

- ☐ Name and address of the dealership and the purchaser.
- ☐ Description of the vehicle sold and any vehicle traded in: Make, Model Year, Vehicle Identification Number and Body Style.
- ☐ Date of sale or trade.
- ☐ Amount credited for the vehicle traded in.
- ☐ Amount collected for: Sale and Use Tax, Title Fee, Uninsured Motor Vehicle Fee, Registration Fee and Any other fee required by law.
- ☐ Sale price of the vehicle.
- ☐ Amount of any cash deposit made by the buyer.
- ☐ Net balance due at settlement.
- ☐ Amount of processing fee charged, if any and if no processing fee is charged, please indicate "NONE".
- ☐ Amount of the local dealer's business license tax, if any. This tax was formerly known as gross receipts tax. If the dealership passes this tax on to the purchaser, the amount charged, or the percent used to calculate this charge, must be shown. If not charged, please indicate "NONE".
- ☐ A dealer may sell a used motor vehicle at retail "AS IS" and exclude all warranties only if the sale. The written disclosure shall be conspicuous and contained on the front of the buyer's order and printed in not less than bold, ten-point type and signed by the buyer: "**I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD 'AS IS' WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED.**" A FULLY COMPLETED BUYER'S GUIDE, AS REQUIRED BY FEDERAL LAW, SHALL BE SIGNED AND DATED BY THE BUYER AND INCORPORATED AS PART OF THE BUYER'S ORDER.

This statement does not apply to Trailers, Semitrailers, Motor Home and Motorcycle Dealers.

- ☐ If your dealership is involved with dealer-arranged financing, the following notice must be printed in bold type no less than ten-point: **"IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT."**